

MEMORANDUM OF UNDERSTANDING

between the

BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS)

and

EDUCATION SUPPORT PROFESSIONALS OF BALTIMORE COUNTY (ESPBC)

The Board of Education of Baltimore County (“Board”) and the Education Support Professionals of Baltimore County (ESPBC) (hereinafter jointly referred to as “Parties”) hereby enter into this Memorandum of Understanding (“MOU”), which is incorporated into the Parties’ 2019-2020 Master Agreement to address issues pertaining to COVID-19 retroactive to March 30, 2020.

Whereas, the Parties seek to minimize the spread of COVID-19; protect the health of students, teachers and educational support personnel, and the public during this pandemic; and

Whereas, the Parties understand that the education of the county’s students must continue in a modified fashion during the duration of school building closures; and

Whereas, the Parties are required to reduce to writing matters regarding the wages, hours and working conditions of public school employees,

Now therefore, the Parties agree as follows:

I. Working Conditions and Compensation During the State and National Emergency Associated with Coronavirus/COVID-19

A. The Baltimore County Public Schools (BCPS), and Education Support Professionals of Baltimore County (ESPBC) by their signatures below, agree to the following terms and conditions relating to the working conditions of pay of actively employed ten-month and twelve-month education support employees covered by the Master Agreement between the Board and the ESPBC:

1. The Board and the Association agree to revisit the terms and conditions of this Memorandum of Understanding should any future announcements from the President, Governor and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein.
2. The Board agrees to maintain compensation for regular full-time and part-time ten-month and twelve-month benefited educational support employees at their regular rate of pay and will accrue appropriate leave and other benefits for the remainder of the 2019-2020 school year, which the parties acknowledge could extend beyond June 30, 2020. This includes employees on a medical paid leave of absence. Twelve-month educational support employees who are working during school closures will also continue to be paid their regular rate of pay and when approved would be eligible for

overtime pay, compensation time, or other benefits outlined in the Master Agreement between the Board and the ESPBC.

3. The Board, in collaboration with ESPBC, shall develop and provide a continuity of work/education plan to all employees which includes a daily schedule and delineates that all such time counts as work time, and how one 'reports' to work.
4. The Board and ESPBC agree to abide by CDC Guidance on Coronavirus (COVID-19) and CDC's Interim Guidance for Businesses and Employers as well as all state and federal laws, directives and guidance relative to Coronavirus (COVID-19) as it applies to the school system, its employees, their employment status and benefits.
5. The ten-month and twelve-month education support employees covered by the Board-ESPBC Master Agreement acknowledge and understand they may be required to work their assigned positions or provide assistance outside of their normal duties so long as those duties are reasonably related to the employee's job and the employee is qualified to perform the work. Work assigned during this time may also include participating in professional training activities. Such time will be viewed as compensated through the continuation of their regular compensation for the 2019-2020 budget year. In addition to providing assistance outside of their normal duties, non-school based ESPBC employees may be asked to report to their work location on a modified schedule to perform essential administrative functions, including but not limited to picking up and processing mail and/or processing payroll. ESPBC employees may also have to perform essential functions at the work location that will enable them to facilitate remote working for themselves and/or others. If an ESPBC employee has a substantiated reason for not reporting to a worksite as directed, an alternate work plan that allows the employee to accomplish the essential work remotely will be created collaboratively between the supervisor/administrator and the employee.
6. Once it is determined how the closure will affect state minimum days and hours of instruction for students, ESPBC and the Board will negotiate how to make up time of ten-month and twelve-month employees for time that was paid but not worked consistent with the contractual minimums.
7. During the State and National Emergency Associated with the Coronavirus/COVID-19, normal payroll deductions will continue (i.e. medical/dental, mandatory pension contributions, state and federal deductions, union dues, etc.). Employees may elect to modify voluntary contributions such as additional W-4 deductions and 403(b) and 457(b) contributions.
8. The Board shall not hold any ESPBC member responsible who is unable to complete work responsibilities due to not having a device, internet access, or who is covered under the Families First Coronavirus Response Act. The employee is responsible for informing his/her supervisor of this inability to work and the supervisor will solicit volunteers before assigning the work to other employees. Employees who volunteer and complete their regular job responsibilities plus the additionally assigned work will be compensated hour for hour for the additional workload in accordance with the Master Agreement.

9. The Board will be responsible for providing all technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction in a remote environment. The Board will coordinate the copying and/or distribution of any other physical materials (books, worksheets, packets, etc.) deemed essential to student learning.
 10. Employees will adhere to the Board's Acceptable Use Policy.
 11. If a malfunction of Board-issued equipment prevents the employee from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.
 12. In the event an employee is injured while working remotely, it is expected that the employee will report the injury to the immediate supervisor in accordance with the Board's workers' compensation policy and the Board retains the right to investigate and determine whether injuries sustained by the employee working remotely and in conjunction with work duties are compensable pursuant to the Board's workers' compensation coverage.
- B. The Master Agreement between ESPBC and the Board shall be followed upon the resumption of full on-site and/or remote operations with the following considerations:
1. Grievances/ Administrative Appeals/Arbitrations: All grievances, 4-205 administrative appeals and requests for arbitrations are deemed to have been frozen in time and no timelines are deemed to have been run, nor have penalties been incurred for the period of March 16, 2020 through March 27, 2020. Disputes occurring on or after March 30, 2020 shall be filed in accordance with the Master Agreement. Grievances, appeals and arbitrations filed after March 27, 2020 will be filed in accordance with the Master Agreement and/or Board policy. All communication relating to all grievances, appeals and arbitrations after March 30 may be submitted electronically and hearings may be conducted remotely.
 2. All ESPBC represented employees placed on administrative leave pending an investigation will remain on administrative leave with full pay and benefits until the Board can fully complete their investigation and the employee has received all due process rights, to include any in-person meetings with administration prior to any disciplinary action, as defined in the Master Agreement.
 - a. All ESPBC represented employees on sick leave, eligible for sick leave bank regardless of their claim status, utilizing the sick leave bank or utilizing FMLA will continue to receive compensation and benefits as defined by law without incurring loss of sick days, sick leave bank days or FMLA days for the period from March 16 through March 27, 2020.
 - b. For the duration of this MOU, the Board agrees not to contest the decision of the Unified Sick Leave Bank committee.

3. All employees on approved leave shall receive compensation and benefits for the duration of this MOU.
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- C. Any ESPBC member who served as a sponsor for a Student Activity, Other Activities or sports EDA shall be paid all hours defined in the EDA for that activity/sport in accordance with the Master Agreement. Any documented and verified EDA hours worked after March 30, 2020 will be compensated.
 - D. In the event that federal, state or local law is enacted or amended to provide employee rights that are greater than those provided in this MOU or the parties' collective-bargaining agreement, those rights will prevail and the parties shall meet as soon as practicable to coordinate the provision of those benefits.
 - E. The Parties recognize that this MOU is based upon extreme and unusual circumstances and does not establish precedent or commit the Board or ESPBC to future obligations. While the parties have made a good faith effort to be inclusive of all employee situations, it is recognized that any matter not specifically covered by this MOU will be addressed at the time it becomes known by the Board.
 - F. This MOU will terminate on the June 30, 2020 or on the first day students in the Maryland public school system return to school for in-person instruction, whichever occurs first.